

EXHIBIT B

# **MONSANTO SECURITY MANUAL**

**MONSANTO COMPANY  
OFFICE OF THE CORPORATE SECRETARY  
ST. LOUIS, MISSOURI 63166**

# **Monsanto**

# Monsanto

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JOHN W. HANLEY  
Chairman of the Board  
and President

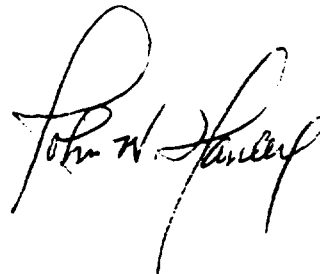
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## TO ALL MEMBERS OF THE MONSANTO ORGANIZATION

The environment in which we manage the affairs of the Monsanto Company continues to change. In some respects this change seems to be adverse, rendering it less possible to conduct the affairs of the corporation without the employment of security measures -- which were less imperative years ago -- to protect the shareowners' assets against theft and destruction by others, and to protect the well-being of all of us as employees.

This vulnerability appears in myriad forms, including the misappropriation of our trade secret assets, violence perpetrated by groups of discontents in our society and theft motivated by greed.

Because of these changes in the social environment, the adherence as closely as is reasonably possible to security practices and policies as set forth in this manual must be very high on the list of priorities of those things about which all of us are alertly concerned.

A handwritten signature in dark ink, appearing to read "John W. Hanley". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

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# SECURITY MANUAL

## PREFACE

Management does with confidence rely on the good faith and alert awareness of Monsanto people for the protection of the Company's assets - both tangible and intangible - against theft, espionage, unauthorized disclosure, acts of violence and other defalcation. To support this good faith, policy and criteria is set forth in this Security Manual.

### I. IDENTIFYING NOMENCLATURE

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Inventions, technology, techniques and know-how developed or acquired by Monsanto and not freely available for the use of others are Company assets. To identify these assets, other trade secrets, and other sensitive Monsanto information, the following identifying phrase is to be employed:

*COMPANY CONFIDENTIAL*

### II. COMPANY CONFIDENTIAL DEFINED

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All information belonging to Monsanto which the Company chooses to restrict as secret is *Company Confidential* information. This includes trade secrets and other information.

### III. COMPANY CONFIDENTIAL DETERMINED

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Constant management judgment and discretion at all levels is essential:

- (a) to determine whether Monsanto chooses to hold secret particular information;
- (b) to know if particular information has previously been judged by others to be *Company Confidential*;
- (c) to effectively communicate Monsanto's choice of secrecy to all employees (and others) who are to have access to the information, document or project.

These are key steps in the process of determining what information is *Company Confidential* and maintaining security of information. The need for secrecy and thus the need to designate specific information as *Company Confidential* is obvious for the large bulk of Monsanto's exclusive information. In some instances, however, sharp judgment is necessary to distinguish information which should be designated *Company Confidential* from information which need not be so designated.

For simplicity and the least amount of administrative activity, most uncertainties as to the need to designate particular information, documents or projects as *Company Confidential* should be resolved in favor of security.

However, when the determination is not obvious and an error in favor of security would cause an unnecessary administrative burden, a decision should be obtained from appropriate management authority.

Examples of information and documents which are obviously *Company Confidential* in most circumstances are:

Technical	Other
Basic Manufacturing Data	Cost Data
Design Manuals	Market Potential Developed by Market Research
Plant Operating Instructions	List of Customers
Plant Tests	Distribution Techniques & Market Strategies
Sample Manuals	Forecasts and Budgets
Raw Material Specifications	Accounting Data
Technical Reports of Experimental Investigation	Mailing Lists
Analyses	
Reports of Product and Process Evaluation	
Engineering Drawings and Flow Sheets	
Product and Process Research	
Research Notebooks	
Plant Training Manuals	
Quality Control Charts	
Invention Disclosures	
Patent Applications	

#### IV. SECURITY MARKINGS ON COMPANY DOCUMENTS

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##### A. PURPOSE FOR MARKING

Information (and therefore documents in which contained) is *Company Confidential* or is not *Company Confidential* by definition and not by reason of the presence or absence of marking. It is the intent and endeavor of these policies that documents containing *Company Confidential* information are treated in equally as secure a manner whether marked or not marked. Marking is simply a means of communicating that the information is *Company Confidential*.

For the purpose of conveying notice, *Company Confidential* documents may be marked with the legend *Company Confidential* in bold letters on the face of the document. This legend is usually stamped, or otherwise marked, on written documents at the discretion of the generator of the document; but responsible Monsanto management personnel may also affix the designation *Company Confidential* to a document generated by others.

The decision to label or not to label a document containing *Company Confidential* information should be based upon the employee's judgment as to whether or not such labeling will facilitate careful and secure handling of the document.

##### B. MORE SPECIFIC LABELING ON DOCUMENTS

In addition to the legend *Company Confidential* more specifically limiting instructions may be added as a part of the labeling on documents. Monsanto people may tailor their own further limiting instructions to accompany the legend *Company*

*Confidential* when individualized phrasing will best convey the message. Some suggestions follow:

- (a) All requests for duplicate copies or initial copies for individuals or departments not included in the distribution tables must be forwarded to the originating department.
- (b) Only those portions of this document relevant to an individual's "need-to-know" may be excerpted for him.
- (c) The recipient is accountable for this report, its safekeeping, excerpting or otherwise disclosing its contents and for its proper disposal.
- (d) This document must be returned within two (2) months to its author.
- (e) Destroy this document within two (2) months.
- (f) This document contains information which is confidential and the property of Monsanto Company. Neither it nor its contents may be revealed or disclosed to unauthorized persons or sent outside Monsanto without prior authorization.

The marking *Company Confidential* should not be affixed to documents containing information which is not of a trade secret nature, or which is not the exclusive property of Monsanto, although confidential. Such documents may be labeled Personal and Confidential, Personal and Confidential to be Opened by Addressee Only, or any other appropriate generic phrasing.

#### **C. PREPRINTED LABELING COVER SHEETS DISCOURAGED**

The use of preprinted labeling sheets, including cover sheets for reports and memoranda, is discouraged. These lead to promiscuous use.

#### **D. THE LEGEND CONFIDENTIAL STANDING ALONE NOT USED**

The legend *Confidential* standing alone should not be used. Such use may tend to conflict with governmental security classification regulations, and under some conditions of use the legend *Confidential* standing alone might tend to conflict with law.

#### **E. BLUEPRINTS AND DRAWINGS**

All Company blueprints and drawings relating to manufacturing and research operations shall be prepared on sheets bearing the following legend as part of the Monsanto title block:

##### **COMPANY CONFIDENTIAL**

This drawing is the property of Monsanto Company and must be accounted for. Information hereon is confidential and must not be reproduced, revealed to unauthorized persons or sent outside the Company without proper authorization.

When it is necessary to send blueprints or drawings to outside parties such as contractors, fabricators or suppliers (after authorization is obtained and the requirements set forth in Section V and Section XVI are met) the documents shall

be permanently stamped with the following legend before being released:

#### NOTICE

This drawing is the property of Monsanto Company and must be returned along with all reproductions at any time upon request. While in the possession of the recipient, it must be properly safeguarded against revelation or disclosure to anyone except those employees who require it for their work or job. The recipient must keep confidential and require his (its) employees to keep confidential, the information contained hereon.

### V. CRITERIA FOR ACCESS, DISTRIBUTION AND CIRCULATION OF COMPANY CONFIDENTIAL INFORMATION AND DOCUMENTS

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#### A. TO MONSANTO EMPLOYEES

For Monsanto employees to be made privy to *Company Confidential* information, the "need-to-know" principle, interpreted with liberal common sense, should apply. The objective is to contain *Company Confidential* information within the bounds of the Monsanto organization. It is not intended to restrict employees who have a necessary interest in the information for full job performance. However, security is aided and the chances of disclosure outside the bounds of the Monsanto organization are lessened when employees do not have sensitive information in which they have no real working interest. Any employee receiving *Company Confidential* information has the responsibility to determine the appropriateness of expanding access at his management level to his Monsanto associates, subject to any limitations imposed by his line supervision or the originator. Concurrently, he has the responsibility to seek advice and instructions from his supervisor whenever the nature and the importance of the *Company Confidential* information to be disclosed, in his opinion, warrants higher level attention.

#### B. TO OUTSIDE PARTIES

For disclosure of *Company Confidential* information to persons outside the Monsanto organization, the "need-to-know" rule is interpreted as absolute. "Monsanto's need for the outside party to know" must be the criterion for disclosure. Any disclosure made to satisfy a "Monsanto need for the outside party to know" must be made under conditions which impose on the receiving party 1) an obligation to maintain the confidential nature of the information and 2) appropriate restrictions on his use and disclosure of the information. (See Section XVI.)

The administrative process for disclosing *Company Confidential* information to outside parties should include adequate procedures within the Monsanto organization to monitor the procedures established and practiced by the outside party to assure his compliance with his obligation to hold confidential and to limit his use of Monsanto *Company Confidential* information.



## **VI. HANDLING OF DOCUMENTS**

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### **A. WITHIN A POSITIVE PERIMETER CONTROL AREA**

Within the confines of a building, room, or facility area with positive perimeter control of ingress and egress, *Company Confidential* documents should be kept out of sight of the casual observer, the curiosity-seeker and employees who do not have a "need-to-know". Locked, or otherwise secured offices or areas which are available to outside parties, for example contract janitors, do not meet the criteria of positive perimeter control.

### **B. WITHIN AN AREA NOT AFFORDING POSITIVE PERIMETER CONTROL**

Within the confines of a building or facility area which affords less than positive perimeter control of ingress and egress, *Company Confidential* documents when not in the possession of an employee must be kept under adequate lock and key storage or equivalent safekeeping.

### **C. CLEAN DESK PRACTICES**

Clean desk practices should be the rule at all offices and plant areas where documents and drawings are used or stored. Desks, tables, and tops of file cabinets should be cleared of all *Company Confidential* papers and documents at the end of each day.

### **D. DESTRUCTION OF DOCUMENTS**

All documents and copies containing *Company Confidential* information must be destroyed when no longer useful. This destruction may be by burning (where environmental considerations permit), pulverizing, shredding, or burial under supervision.

### **E. TRANSMITTAL OF DOCUMENTS**

*Company Confidential* documents and information should be transmitted in a manner selected by the sender with due regard for the contents of the document. During transmittal in the mail, outside envelopes should not display a security marking. Certified or registered mail should be used where appropriate.

## **VII. UNWRITTEN COMMUNICATION OF COMPANY CONFIDENTIAL INFORMATION**

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### **A. MONSANTO EMPLOYEES**

*Company Confidential* information should be identified as such when it is verbally communicated and when it is mentioned in discussion; i.e., Monsanto people involved in the discussion should be reminded as is appropriate that they are talking about *Company Confidential* information.

### **B. OUTSIDE PARTIES**

*Company Confidential* information should not be discussed with persons outside the Monsanto organization, except as necessary to transact the business of the Company, applying the criterion of "Monsanto's need for the outside party to

know". All disclosures must be made under conditions which impose on the outside party an obligation to maintain the confidential nature of the information and restrictions on his use of the information. (See Section V and XVI.)

## **VIII. PRIOR OBLIGATIONS OF EMPLOYEE**

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The Company recognizes that employees may have continuing obligations not to disclose any inventions, trade secrets or other proprietary information acquired as a result of previous employment elsewhere. Employees should notify their supervisors of any such prior obligations so that appropriate steps may be taken, when necessary, to avoid the possibility of any assertion by the prior employer that such obligations were not honored by the employee or the Company.

## **IX. EMPLOYEE AGREEMENTS - COMPANY POLICY**

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Each salaried employee at all Monsanto locations shall enter into a written agreement with Monsanto whereby, among other things, the employee assumes commonly accepted, time-honored, ethical and legal obligations not to disclose information obtained in confidence in the course of employment.

It is important that the Company's purposes in requiring these agreements be fully explained to new employees and present employees executing agreements for the first time. This will serve to eliminate any misunderstanding as to the nature of the agreements, and it will impress upon the employee the importance of security in his own activities.

A signed copy of the agreement shall be given to the employee. A second signed copy shall be forwarded to the Payroll and Benefits Operations section of the Corporate Controller's office. It is the responsibility of the Payroll and Benefits Operations section to determine that a signed employee agreement is on file for every salaried employee.

## **X. AS EMPLOYEES ARE TRANSFERRED**

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Upon transfer or reassignment to another plant, location, or department, an employee shall account for and turn in all *Company Confidential* documents which were previously distributed to him or which are then in his custody or possession. Any *Company Confidential* documents needed for the new assignment will be issued to the employee at his new plant, location or place of assignment.

## **XI. TERMINATING EMPLOYEES**

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### **A. EXIT INTERVIEWS**

An interview will be had with each terminating employee. His obligations under his employee agreement should be reviewed with emphasis upon his *continuing* obligations to Monsanto with respect to any confidential information which he may have acquired during his employment.

## **B. RETRIEVE DOCUMENTS**

Upon termination, all employees who have had access to *Company Confidential* information, including design data, process information, accounting, sales, production, cost and other such data, shall account for and return all material, blueprints, specifications, memoranda, diaries, notebooks and other documents pertaining to the Company's business which they received or prepared in the course of their employment. Also, they shall sign the following statement:

In terminating my employment with Monsanto Company, I have returned and accounted for all material, of whatever kind, containing Company information, received or prepared by me in connection with my employment, and I have retained no copies, reproductions or excerpts of such material.

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Date

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Signature of Employee

## **C. EMPLOYEE AGREEMENT**

Each terminating employee shall be given a copy of his employee agreement during the exit interview. Although he will have received a copy when the agreement was signed, this additional copy will serve as a further notice of the employee's continuing obligations.

## **D. NOTICE TO SUBSEQUENT EMPLOYERS**

When a terminating employee's new employer is known, it is necessary, in many cases, that Monsanto notify the new employer, whether or not a competitor, of the existence of his employee agreement with Monsanto and its more important provisions. The letter or notice shall state also that Monsanto expects the terminating employee to comply with his Monsanto employee agreement. A copy of this letter shall be sent to the employee.

Monsanto realizes that it may appear, at times, that the new employer cannot or will not have use for *Company Confidential* information, or that the employee has no *Company Confidential* information. Careful judgment must be exercised by managing directors and corporate department directors, or their delegates, in preparing the letter and in determining whether such a letter should be sent.

Following is a form of letter which can be used in writing to employers, competitive or potentially competitive with Monsanto, concerning former Monsanto employees who have joined their organization. Before a letter is dispatched it should be affirmatively ascertained that an employee agreement has been executed and that a copy is available. If a signed copy is not available, the reference relating to the employee agreement should be deleted.

Mr. \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

Dear Mr. \_\_\_\_\_

We understand that (name of employee), a former employee of ours, has accepted employment with your company as a \_\_\_\_\_ (chemist) (engineer) working in the field(s) of \_\_\_\_\_ (chemistry) (engineering).

Our best wishes for success go with (name of employee) in his (her) new endeavor. However, we think you should be aware that during the course of (name of employee's) employment with us he (she) was given access to confidential information and documents which are Monsanto's trade secrets and that (name of employee) is obligated to maintain the confidentiality and secrecy of that information and Monsanto's trade secrets. (Name of employee) executed an employment agreement, certain provisions of which remain in force after his (her) separation from Monsanto. A copy of his (her) agreement is attached for your review. We wish to call your attention to the provisions which refer to information and materials considered confidential by our Company.

While it is not our desire in any way to impair (name of employee's) employment opportunities or performance, we do expect and feel confident that he (she) will honor his (her) obligation to Monsanto by keeping confidential and not using any of our Company's trade secrets and confidential information during the course of his (her) new employment with you.

Sincerely,

MONSANTO COMPANY

By \_\_\_\_\_  
(Title)

Enclosure

cc: (Name of employee)

## **XII. EMPLOYEE EDUCATION AND SECURITY AWARENESS**

Employees will be made aware of security practices through orientation at the time of employment and thereafter by review at least once each year. For salaried employees, this should include a discussion of:

- (a) the law and nature of trade secret information - definition and bounds;
- (b) the value of Monsanto's intangible assets to the Company;
- (c) the need for and process of clearing technical papers before publication, speeches before delivery, and other releases of Monsanto information;
- (d) some aspects of the process for obtaining patent coverage and how the mis-handling of information could prejudice Monsanto's ability to obtain a patent;
- (e) the value to Monsanto of commercial lead time over competitors in the marketing of a new or improved product;
- (f) how premature and fragmented disclosure of releasable information in advance of the Public Relations Department's handling could negate an opportunity to exploit favorable news or to minimize the impact of bad news; and
- (g) the importance of each employee's being aware of the extent and bounds of his authority and responsibility to speak for or commit Monsanto to a position while in attendance at outside meetings of associations, civic groups or governmental committees and other meetings.

### **XIII. FACILITY SECURITY - PLANTS AND LABORATORIES**

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#### **A. PERIMETER CONTROL**

It is Monsanto policy that each location must have perimeter protection which is fully consistent with the sensitivity of property and information within the facility. Supplementing electronic devices should be used to reduce the manpower needs for guard and reception services to a minimum consistent with the security required.

As an absolute minimum, manufacturing and laboratory facilities must be protected at the perimeter of the facility by visible and frequent "No Trespassing" signs. Such signs should be worded and placed in accordance with state law. Some states require that "No Trespassing" signs be at intervals of 50-feet in order for the arrangement to qualify as legal notice to a would-be trespasser. Other states have lesser criteria. Where state law does not provide specific criteria, "No Trespassing" notices must be so placed that any would-be intruder will see them.

Additionally, as a minimum, where positive perimeter protection against pedestrian intruders is not optimum, control of vehicular traffic must be practiced.

Whether by fencing, or a combination of fencing and other barriers, or a combination of fencing and "No Trespassing" signs, perimeter arrangements must clearly convey to any intruder that he would be a trespasser and that to gain legitimate access to the premises he must apply at a designated gate, office or place of entry.

Gates, doors and other places of entry must be controlled by a means appropriate to the security sensitive nature of the facilities. Manpower, i.e., guards and/or personal reception is the most desirable means. Economics dictate that lesser means be employed if the situation warrants. Card reader devices, closed circuit television, and remote gate operation for ingress and egress control can reduce manpower requirements. These devices may also be used in combination with manpower, i.e., with guards and personal reception. The use of card reader or

other electronic devices for the control of ingress and egress, without manpower to respond to alarm and to monitor the recording of the devices, can create a false sense of security if management does not remain alert to the limitations of such a system.

The consolidation of other compatible functions with the traditional guard force activity is desirable. Combining the traditional guard function with plant office reception, traffic and dispatching duties and other kindred functions, not only tends to reduce manpower needs, but it can provide better security if appropriately administered. Deputizing of plant guards by law enforcement authorities and the use of firearms are treated in Section XXV.

#### **B. EMPLOYEE IDENTIFICATION PASSES**

An identification pass or badge shall be issued to each employee at his base location. Each employee must have this pass or badge on his person at all times when on company property.

A second permanent identification pass or badge shall not be issued from a location where the employee is not permanently based.

The employee's identification pass or badge should carry:

1. The employee's name and signature.
2. The identity of the issuing location.

Each location has the option to require that the employee's picture appear on his pass or badge and to require the badge to be fastened to outside clothing.

#### **C. VISITING MONSANTO EMPLOYEES**

All visiting employees should be personally identified by a receptionist or a guard, or the person being visited should come to the gate or reception room and receive the employee. The presentation of an off-location identification pass is not sufficient of itself to admit a visiting employee. Visiting employees should be registered in and out and be given a "visiting" Monsanto employee's badge. This identification card or badge should carry:

1. The visiting Monsanto employee's name.
2. The identity of the issuing location.

#### **D. NONEMPLOYEE VISITORS**

1. To plant or laboratory **office** areas only.

Nonemployee visitors who will be confined to office areas should be registered in and out. They should be accompanied by a Monsanto employee.

2. To plant or laboratory areas.

Nonemployee visitors who are to be admitted to plant facilities or laboratory areas shall be:

- (a) reasonably identified, and
- (b) required to register in and out and sign a nondisclosure agreement similar to the following before being issued a visitor's badge:

In consideration of Monsanto Company's granting me permission to enter its (insert plant or laboratory), I hereby covenant and agree that all the knowledge or information which I may acquire or obtain therein or in connection with my visit, and particularly any knowledge or information which I may acquire with reference to the manufacture of Monsanto's products, shall and will be held by me in confidence, and that, without the prior written consent of Monsanto, I will not disclose, divulge or reveal the same or any part thereof, directly or indirectly, or others including my employer, or make any use of the same for myself or others including my employer.

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(Signature of Visitor)

3. The non-employe visitor's identification badge should carry as a minimum:
  - (a) The logo "VISITOR".
  - (b) The identity of issuing location.

#### **E. CONTRACTOR PERSONNEL**

1. Contractors' personnel must be confined to the areas in which they are working under contract. All other areas of the plant are closed to them.
2. Where possible, contractor employees should use a separate gate.
3. Every employe of a contractor should be required to wear an identification badge at all times when on Company property. Prime contractors and subcontractors may issue the identifying badge to employes of a design satisfactory to the location management. In those cases where it is expedient to issue Monsanto badges to contractors' personnel, such badges should carry as a minimum:
  - (a) the Company trademark logotype ("Monsanto"), and
  - (b) the identity of the location issuing the pass.
4. Service representatives and service company employees who are not under a formal contractual arrangement containing a security agreement clause will be registered in and out, or will be logged in and out, and will sign the visitor's nondisclosure agreement. They will be required to wear an identification badge when on Company property. (See paragraph D of this Section XIII.)

#### **XIV. FACILITY SECURITY - OTHER MONSANTO LOCATIONS**

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With appropriate modification to accomplish the intended security purpose, the practices set forth in Section XIII should be followed at the General Offices and at all other facility locations of Monsanto.

While the need for control of nonemploye visitors within offices, as distinguished from plants and laboratories, varies widely, it is encouraged and recommended that office visitors be accompanied by employees at all times while in the office facility.

## **XV. CARGO VEHICLES AND MATERIAL**

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Common carriers and other cargo vehicles must be accounted for and their location and movements must be under control at all times while inside the perimeter of any Monsanto facility.

Truck drivers and their helpers should be restricted to a designated area within the facility while they wait for dock space or for cargo to be loaded or unloaded. Such area should, where practical, be separate from areas used by employees.

All material leaving through the facility perimeter must be accompanied by an appropriate written document. To meet this requirement when bills of lading or other shipping documents do not accompany material, locations must have an adequate material pass system. Material passes should be issued or signed by a designated responsible supervisor and should ultimately be filed with the facility property accounting section.

## **XVI. SECURITY AGREEMENTS AND ARRANGEMENTS WITH OUTSIDE PERSONS AND COMPANIES**

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### **A. GENERAL POLICY**

Sometimes it is necessary to reveal *Company Confidential* information to outside parties or to permit them access to areas of a facility or documents from which such information can be obtained. The policy criteria for doing so is "Monsanto's need for the outside party to know". (See Section V.) In such cases the outside party shall be put on notice of his obligations to protect the confidential nature of the information and, whenever possible, there should be written undertaking by such outside party to protect against unauthorized use or disclosure of *Company Confidential* information.

Responsibility for securing signed contracts shall rest with Monsanto management representatives arranging for services and purchases. Location management must clarify any ambiguities as to the lodging of the responsibility for these security agreements and arrangements. Where two groups are involved, one initiating the purchase or service and another finalizing or consummating the arrangements, some specific responsibility designation is required by location managers to make sure that each of such groups is not relying on the other to discharge the security responsibility of the transaction to the result that such security arrangements are neglected. For example, plant engineering department may requisition, preliminarily negotiate, discuss specifics, etc. with a fabricator while the plant purchasing department may finalize the negotiations and issue the purchasing documents. In the cases of these frequent practices, there must be a clear designation of the responsibility for security measures and nonuse, nondisclosure documents.

### **B. CONSULTANTS**

#### **1. Technical**

Since the work of outside consultants varies considerably, contract language has to be tailored to fit the particular situation. If Monsanto is buying information from a consultant, it must be determined whether the Company can restrict the consultant in his use or disclosure of that same information. If



his services involve exposure to *Company Confidential* information to be merged with technical additions by the consultant, it is necessary that he sign an agreement not to reveal the Monsanto information or use it or the results of his work for Monsanto, when performing service for others.

The consultant agreement should include a provision that the consultant, at the termination of his work or at any other time Monsanto requests, shall return any written, printed or other material, including all copies, given to him in connection with his work or prepared by him embodying *Company Confidential* information. The agreement should specifically provide that he shall not duplicate any such material. Those negotiating such contracts should endeavor to obtain agreement that additions, modifications, information, design and the like which the consultant furnishes to Monsanto shall become the property of Monsanto, and that the consultant shall not reveal or use such except with the prior written consent of Monsanto. As indicated, the use and extent of any of the foregoing suggested provisions will depend upon the nature of the services to be rendered, but all of them must be considered in the drafting of any agreement.

Assistance in drafting these contracts should be obtained from the Corporate Patent Department and, where indicated, the Corporate Law Department.

## 2. Business or Nontechnical

The business or nontechnical consultant shall agree that he will not, directly or indirectly, use for himself or others, or disclose to any third party, any *Company Confidential* information regarding any business or accounting methods, manufacturing methods, cost or any other information revealed in confidence to him. The agreement shall provide also for the return of all written or printed material, either supplied to him or which he prepares during the course of his services, with the stipulation that he retain no copies. The services of the Corporate Law Department should be secured in drafting agreements of this kind.

## C. CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

Confidentiality provisions in construction contracts should be sufficiently extensive to protect Monsanto against unauthorized use and disclosure of any *Company Confidential* information by contractors or subcontractors or their employees. The contractor should agree, and require his employees and, where appropriate, subcontractors to agree to keep confidential, and not to use or disclose, without Monsanto's written consent, all information deemed confidential by Monsanto which may come within his or their knowledge in the course of their work. The contract should also provide that, as appropriate, all drawings, specifications, manuals, notes and other documents, and copies thereof, which come into the possession of, or are compiled by, the contractor or his subcontractors during the course of their work, will be returned to Monsanto upon completion of their work.

All Monsanto drawings must be prepared on sheets bearing the confidential legend described in Paragraph E, Section IV, as part of the Monsanto title block and, as appropriate, such documents, together with specifications, sketches, etc. issued to contractors and subcontractors must be stamped with the confidential

stamp described in Paragraph E, Section IV. In certain instances the contract should include a protective covenant, under which the contractor agrees not to design or construct for any other party a facility similar to that which he will construct for Monsanto. The wording of any such protective covenant must be cleared by the Corporate Law Department before inclusion in any contract.

The services of the Corporate Law Department may be secured in drafting construction agreements. (Standard A.I.A. forms are not sufficient to protect Monsanto.)

#### **D. OUTSIDE DESIGNERS**

In all cases where outside engineering firms are employed to execute any design work, the agreement for their services should contain a confidentiality provision binding the firm and its employees. Where appropriate, employees of the design firm shall execute confidentiality agreements directly with Monsanto. Such agreements might also provide that Monsanto will be the owner of inventions and discoveries made in the course of the work. Design work shall be accomplished on drawing paper showing the Monsanto title block with the confidential legend described in paragraph E, Section IV, imprinted thereon. The agreement shall provide for ownership of the work produced, whether the outside designer arrives at it independently or whether he merges some Monsanto design information with that of his own. The particular type of contract, of course, must be tailored to fit the situation. As with construction contracts, it should provide for an accounting and return of all documents received from Monsanto. In certain instances a protective covenant such as described in paragraph C above should be incorporated into the agreement. Consideration should also be given to restricting an outside firm from disclosing (in any way, including advertising and other sales promotion, with or without photographs) the purchase of a plant or process by Monsanto or the fact that it has a contract with Monsanto. The services of the Corporate Law Department should be obtained in drafting these agreements.

#### **E. FABRICATORS AND SUPPLIERS**

Monsanto drawings sometimes are submitted to equipment and other fabricators and to other suppliers. The drawings and related correspondence should carry notice to the fabricator that he is under a duty to keep Monsanto's design information confidential and to return the drawings to Monsanto. (See Section V.) Where appropriate, security agreements and arrangements covered in paragraph A above should be employed. If salesmen or other suppliers' representatives are called into a plant for inspection or to aid in operating equipment, only information necessary for the accomplishment of their mission shall be given them. They should be accompanied by a plant employee and should not be permitted to go into any area of the plant other than that which their activity requires. Routinely, they shall sign an agreement not to use or disclose *Company Confidential* information. (See paragraph D, Section XIII.)

#### **F. INSURANCE MEN, INVESTIGATORS, UNDERWRITERS, ETC.**

Insurance investigators, underwriters, insurance photographers and the like should agree in writing to keep confidential any information supplied to them or observed by them in any plant or laboratory. If it becomes necessary to

reveal information of this nature in the course of litigation, the Corporate Law Department should be consulted to determine the limitations and protective controls which can be established.

#### **G. OUTSIDE PRINTING, ART DESIGN AND CONTRACT MAILING**

When this type of work involves *Company Confidential* information and is to be done outside the Monsanto organization, particular caution should be exercised in selecting work to be done outside, rather than done within the Monsanto organization, and in selecting the outside organization to do the work. The outside printer, designer, or mailing organization must be given specific notice that his work will involve confidential Monsanto information and that he is obligated to keep such information confidential. Whenever possible, the outside party should sign a written agreement to keep confidential all Monsanto information furnished to him, not to use or disclose such information without Monsanto's written consent, and to return all *Company Confidential* information, documents and materials at the conclusion of his work.

#### **XVII. PROSPECTIVE OR ACTUAL REVELATION OF COMPANY CONFIDENTIAL INFORMATION**

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Whenever a plant, company or department has reason to believe that a terminated employe is using or revealing, or is in a position to use or reveal, *Company Confidential* information in violation of his obligations to the Company, the Corporate Law Department should be consulted to determine what action should be taken with respect to the former employe, his new employer or both. This also applies to current employes.

#### **XVIII. REVIEW AND CLEARANCE OF SPEECHES AND MATERIAL FOR EXTERNAL PUBLICATION**

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Managing directors and corporate department directors are responsible for effecting a review and clearance of speeches and material for external publication originating in their company or corporate department. A clearance and review committee, or other delegate of the director, should possess both technical and professional competence to review and pass judgment on the material presented, and should refer such material or speech to the Corporate Law, Patent and Public Relations Departments for further appropriate review and clearance when the material includes technical information of substance or when the subject matter is of public relations importance.

#### **XIX. RELEASE OF GENERAL INFORMATION ABOUT MONSANTO**

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Such material is to be cleared by the Corporate Public Relations Department and, where applicable, by the particular officer or corporate department director responsible for the function involved. Inquiries from the press are handled by the Corporate Public Relations Department.

## **XX. PHOTOGRAPHY**

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The Corporate Public Relations Department has responsibility for securing proper company or plant approval before any photographs are made of Monsanto facilities for purposes of display, advertising purposes, internal or external publications or for any other distribution outside Monsanto. No photographs of equipment or processes shall be used for these purposes without approval of the location manager, given after the actual photographs have been examined by him or his designee. Additionally, the Corporate Public Relations Department has responsibility for obtaining proper company and/or plant clearance for the intended use of such photographs.

Modern techniques for engineering design, including those in use at Monsanto, require the photographing of plant installations. Photographs are required for other engineering work. The Corporate Engineering Department has responsibility for securing proper company or plant approval for the taking of photographs of plant facilities for design and other engineering purposes, and for the use and ultimate disposal of such photographs. Should it be necessary to release any part of a photograph to an engineering design firm or other outside party doing work for Monsanto, the precautionary measures covered by Section XVI will be strictly followed. Photographs should be handled with the same care as other documents containing *Company Confidential* information.

## **XXI. SUBMISSION OF COMPANY DOCUMENTS TO REGULATORY BOARDS OR AUTHORITIES**

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Regulatory boards or authorities for pollution control, safety, health, fire protection, zoning, etc., exist or are being established by legislation in various communities. Usually the statute or ordinance gives such authorities the right to inspect plants and to require permits to operate or to construct new units. To secure a permit, a company may have to submit plans, specifications and process information to the authority. A submission of this nature to such authorities or boards and their engineers may possibly involve *Company Confidential* information which could be valuable to a competitor. On occasion, representatives of these authorities or boards demand more plans, specifications or data than absolutely necessary.

Often the representative of such regulatory authority or board is designated a peace officer and a penalty is provided if such inspecting officer is denied entrance. If he can be shown the part of the plant which he legitimately seeks to inspect, without being shown *Company Confidential* information, no security problem exists. If, however, he demands to see *Company Confidential* information, the following procedure should be used:

1. A Monsanto representative shall confer with a proper officer of the authority or board to determine specifically what documents, plans, specifications, data or inspections are required and the reason for such requirement. If the required documents, plans, specifications, data or areas to be inspected contain no *Company Confidential* information, no security problem exists. Every effort should be made to satisfy the real needs of the authority or board without granting access to *Company Confidential* information.
2. If the authority or board cannot be satisfied and insists upon inspection of areas, documents, plans, specifications or data which contain *Company Confidential*

information, they should be politely and tactfully advised that corporate policy requires that requests for *Company Confidential* information be sent to Company headquarters and that they will receive a prompt reply. The request should be forwarded immediately to the operating company or corporate department management having responsibility for the area of interest involved and to the Patent Department and the company or corporate law staff. Normally there will be a further attempt, in writing, to satisfy the authority's or board's request without granting access to *Company Confidential* information.

3. If the second attempt is unsuccessful and the official continues to insist on gaining access to *Company Confidential* information, the matter must be referred immediately to the company or corporate law staff for appropriate action.

## **XXII. REQUESTS OF SUPPLIERS AND CONTRACTORS TO USE MONSANTO NAME**

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### **A. GENERAL POLICY**

As a basic policy, no supplier or contractor should be allowed to imply that Monsanto uses his product exclusively or specifically recommends it over other competitive products.

### **B. ADVERTISING**

Requests for permission to mention Monsanto in advertising, sales promotion or sales brochures should be referred to the Corporate Advertising & Promotion Department, with a copy to the Corporate Patent Department. The Corporate Advertising & Promotion Department will direct the request to other company units for additional clearance, if necessary. Corporate Advertising & Promotion will assume responsibility for notifying the supplier or contractor that his proposal is denied - or in the event of an exception to the policy - is approved.

### **C. PUBLICITY**

Requests for permission to use Monsanto's name in product publicity, external or internal publications, annual reports or other communications will be referred to the Corporate Public Relations Department with a copy to the Corporate Patent Department. The Corporate Public Relations Department will direct the request to other company units for additional clearance, if necessary. Corporate Public Relations will assume responsibility for notifying the supplier or contractor that his proposal is denied - or in the event of an exception to the policy - is approved.

## **XXIII. DISCLOSURE FROM OUTSIDERS**

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The Company receives, from time to time, letters disclosing or asking permission to disclose inventions, advertising themes, slogans and the like which the writer hopes may be of value to the Company in its business.

Also, customers, contractors, inventors, designers and other individuals and companies may desire, as a condition of some business arrangement, to impose upon Monsanto obligations with respect to secrecy or nonuse of certain information they wish to disclose to Monsanto. The situation may arise where (1) the outside individual

requests Monsanto to agree to keep information confidential and upon Monsanto's agreement to do so, the information is revealed; or (2) the information may be revealed first and then a request made that Monsanto keep such information secret; or (3) the person may disclose information stating it is confidential without any agreement on Monsanto's part to keep it secret and then later claim he had secured such agreement from Monsanto.

There is danger in accepting or discussing such information or suggestions from outsiders inasmuch as similar ideas or suggestions may already be under development in the laboratories, plants or the Corporate Advertising & Promotion or Corporate Public Relations Departments and, when adopted later, may give rise to the belief of an outsider that such development was based on his suggestion.

To avoid these controversies, each such matter should be referred immediately (and prior to the revealing of any information) to the Corporate Patent Department who shall handle it after consulting with appropriate company personnel. If the matter is received or arises at a location (other than St. Louis) where there is a resident patent attorney, it should be referred to such attorney.

#### **XXIV. U. S. GOVERNMENT SECURITY**

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This Security Manual relates only to security safeguards for Monsanto trade secrets and proprietary information. It does not apply to, nor in any way supersedes Government security regulations relating to Department of Defense, or Energy Research & Development Administration.

#### **XXV. GUARD SERVICE - FIREARMS**

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Under ideal conditions Monsanto location guards should not be deputized nor should they carry firearms. Ideal conditions presuppose that law enforcement is reasonably available and that unusual hazards do not exist at the location.

In all cases where it is necessary, or desirable, for Monsanto personnel to carry sidearms, the following conditions must be met:

1. Each individual carrying a sidearm must be properly deputized, or commissioned as special police, or licensed as a limited peace officer, or otherwise properly authorized, in accordance with the applicable local law, to carry the firearm.
2. All guns must be registered in accordance with applicable local law.
3. Every individual who carries a firearm must be trained and judged proficient in the use of the weapon he carries.
4. Each individual who carries a firearm will be required to practice firing his weapon on a frequency of at least once each year.

Location management must be knowledgeable and must communicate to each employe or agent carrying a firearm the specific authority and obligations and all aspects of the extent and bounds of his authority as deputy, commissioned special officer, or peace officer licensee.

#### **XXVI. SECURITY STAFF ASSISTANCE**

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The Office of the Vice President and Corporate Secretary has the authority and

responsibility to investigate and handle security violations or problems involving any high risk.

The Corporate Security Manager, reporting to the Vice President and Corporate Secretary, will coordinate and provide staff supervision for security matters.

Information leaks, suspected espionage, aggressive commercial intelligence activities against the Company, theft of material, unusual inventory shrinkages, and situations of suspected high-risk security exposure shall be reported to the Corporate Security Manager promptly.

## **XXVII. CRIMINAL PROCEEDINGS - COOPERATION WITH INVESTIGATIVE AND PROSECUTING AUTHORITIES**

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This statement has to do with the actions of Monsanto employees when there has been a theft or embezzlement of Company property or some other criminal act at a Company location or involving Company property or activities. It applies to such offenses by anyone, whether a Company employee or not.

It is the policy of Monsanto to pursue aggressively and to the full extent of the law the protection of its shareowners' assets. As a good corporate citizen, the Company will investigate or cause to be investigated thoroughly any suspected situations having to do with the criminal acts mentioned above, and to cooperate fully with the law enforcement authorities in the proper discharge of their duties. It is against Company policy to conceal or destroy evidence properly sought in connection with a criminal investigation or prosecution, to withhold information relative to such evidence, or otherwise to obstruct justice in any way. However, extreme care must be exercised so that the Company and its employees will not inadvertently become involved in the making of false charges or in causing a wrongful arrest or prosecution.

When a misappropriation of corporate assets of \$500 or more, or the commission of a crime is apparent or is strongly suspected, the General Counsel and General Auditor should be notified immediately. The General Counsel is responsible for deciding the scope of the actions to be undertaken by the Company with respect to matters covered by this statement, as well as for the handling of related civil litigation and dealings with law enforcement authorities. In cases involving extenuating circumstances, he will consider such circumstances in determining the action to be taken by the Company. The General Auditor will assist the General Counsel by insuring that all appropriate corporate departments, such as insurance, personnel and the controller, have been notified so that all aspects of the matter can be considered.

In situations where a serious crime has been or is being committed at a Company location, good judgment may dictate that local management notify law enforcement authorities immediately of such occurrence, i.e., prior to notifying the General Counsel and General Auditor.

However, in no case should the Company or its employees direct, request, encourage or advise that any arrest be made or any criminal charge be filed or any prosecution undertaken, for such matters must be left to the judgment of the proper investigative and prosecuting authorities. Further, in no case without the prior written consent of the General Counsel, should Company personnel indicate that they or the Company will withhold the reporting of incidents within the scope of this policy to appropriate governmental authorities, nor that they or the Company will originate or support a request of immunity from prosecution.